

FIRST AMENDMENT TO CUSTODY AGREEMENT (# C)

This **FIRST AMENDMENT**, dated as of [DATE], (the "Amendment") to the Custody Agreement related to the 1992 ISDA Master Agreement, by and among U.S. Bank, National Association, a national banking association organized under the laws of the United States of America ("Custodian"), the **CITY OF LOS ANGELES, acting by and through the DEPARTMENT OF WATER AND POWER ("Counterparty")**, and [ENTITY].

RECITALS

WHEREAS the parties have previously entered into that Custody Agreement (the "Agreement") referenced as LADWP Agreement No. [#].

WHEREAS, Counterparty and Entity have entered into a 1992 ISDA Master Agreement, Agreement No. [#] dated as of [HISTORICAL DATE], together with an ISDA Credit Support Annex, dated as of [DATE], collectively, the "Credit Document", pursuant to which, among other things **ENTITY** has agreed to pledge certain Eligible Collateral (as defined in the Credit Document), to secure **ENTITY's** obligations to Counterparty under the terms of the Credit Document;

WHEREAS, Entity and Counterparty have requested the Custodian to hold any Eligible Collateral pledged by Entity to Counterparty, as set forth herein;

WHEREAS, the Custodian has agreed to hold any Eligible Collateral so pledged by Entity to Counterparty in a custodial account for the benefit of **Counterparty** as secured party pursuant to this Agreement;

WHEREAS, the parties now desire to amend the Agreement to extend the term and certain other changes to the Agreement as described herein.

NOW THEREFORE, in consideration of the mutual agreements contained herein and in the Agreement, the parties hereto agree as follows:

1. **Amendment of the Agreement.**
 - a. Section 19.1 of the Agreement is amended by replacing the words "ten (10) years from the Effective Date" with "twenty (20) years from the Effective Date."
 - b. Appendix "A" entitled in part "Schedule of Fees for Services as CUSTODIAN" is deleted in its entirety and replaced with an Appendix "A," entitled "Schedule of Fees for Services as Custodian for Various Counterparties," attached hereto and incorporated herein by this reference.
2. **No Other Changes.** Except as provided above, no other provision of the Agreement is being amended hereby. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
3. **Ratification.** Except as modified herein, the Agreement is ratified and confirmed in all respects by Counterparty, Custodian, and Entity.
4. **Counterparts.** This Amendment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but both of which shall comprise one and the same instrument. This Amendment may be delivered by facsimile or electronic mail (preferably in a format .pdf).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

**CITY OF LOS ANGELES ACTING BY AND
THROUGH THE DEPARTMENT OF WATER AND
POWER ("Counterparty")**

By

**BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF LOS ANGELES**

By: _____

Name:

Title:

and

By: _____

Name:

Title: Secretary

**U.S. BANK NATIONAL ASSOCIATION
("Custodian")**

By: _____

Name:

Title:

[Entity]

By: _____

Name:

Title: